

HARYANA GOVERNMENT

FINANCE DEPARTMENT

(Ways and Means Branch)

The 26th October, 1974

No. 5374-WM(1)-74/38247.—In exercise of the powers conferred by clause (2) of article 283 of the Constitution of India, and all other powers enabling him in this behalf, the Governor of Haryana, hereby, makes the following rules further to amend the Punjab Financial Rules, Volume II, in their application to the State of Haryana namely :—

1. These rules may be called the Punjab Financial (Haryana Seventh Amendment) Rules, Volume II, 1974.

2. In the Punjab Financial Rules, Volume II (hereinafter referred to as the said rules), "after P.F.R. Form-17", the following forms shall be inserted, namely :—

"Form 17-A"

"Form 17-B".

P.F.R. FORM 17-A

(Referred to in rule 10.19-A)

Form of Mortgage Deed to be executed when the property is free hold and is held in the joint names of husband and wife

This indenture made this _____ day of _____ one thousand, nine hundred and _____ between Shri/Shrimati _____ son/daughter of _____ of _____ at present employed as _____ in the Office of _____ at _____ and _____ his/her wife/husband _____ (hereinafter jointly referred to as "The Mortgagors" which expression shall unless excluded by or repugnant to the subject or context, include their respective heirs, executors, administrators and assigns) of the one part and the Government of Haryana (hereinafter called "The Mortgagee" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part ;

WHEREAS the Mortgagors are the sole and absolute owners and also the sole beneficiaries and are seized and possessed of or otherwise well and sufficiently entitled to the land and/or house, hereditaments and premises hereinafter described in the Schedule hereunder written and those particularly delineated on the plan annexed hereto and thereon shown with the boundaries there of coloured _____ and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said Mortgaged property" ;

AND WHEREAS.....(one of the mortgagors) hereinafter referred to as "the Applicant Mortgagor" has applied to the Mortgagee for an advance of the sum of Rs. _____ (_____ rupees only) for the purpose of _____ enabling the Applicant Mortgagor—

*1. to purchase land and to construct a house

thereon or *to enlarge living accommodation in the existing house on the said hereditament ;

*2. to construct a house on the said hereditaments or *to enlarge living accommodation in the house on the said hereditaments.

*3. to purchase a ready built aforesaid house/flat.

AND WHEREAS the Mortgagee has agreed to advance to the Applicant Mortgagor the said sum of Rs. on certain terms and conditions ;

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagors should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Punjab Financial Rules and various instructions issued from time to time which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force by a mortgage of the property described in the Schedule hereunder written ;

AND WHEREAS the Mortgagee—

*1. has sanctioned to the Applicant Mortgagor an advance of Rs. _____ (_____ rupees only) payable by such instalments and in the manner as hereinafter appearing).

*2. has paid to the Applicant Mortgagor an advance of Rs. _____ (_____ rupees only) on _____ and in manner provided in the said rules upon having the repayment of

*Mention whatever is applicable out of (1 to 3) or strike out which are not applicable.

the loan with interest and the observance of all the terms and conditions contained in the said rules, as hereinafter mentioned secured in the manner hereinafter appearing ;

AND WHEREAS the Applicant Mortgagor to receive from the Mortgagee the aforesaid advance in the following instalments :—

*Rs. _____ already received on _____.

*Rs. _____ on the execution of this indenture by the Mortgagors in favour of the Mortgagee.

*Rs. _____ when the construction of the house reaches plinth level.

**Rs. _____ when the construction of the house reaches roof level, provided that the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water-supply, street lighting, roads, drainage and sewerage ;

NOW THE INDENTURE WITNESETH as follows :—

(i)(a) In pursuance of the said rules and in consideration of the said advance sanctioned/paid by the Mortgagee to the Applicant Mortgagor pursuant to the provisions contained in the said rules the Mortgagors do hereby covenant with the Mortgagee that the Mortgagors shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the Mortgagee.

*Mention whatever is applicable.

**Note.—The language will be modified if the mode of payment is different.

the said advance of Rs. _____

(_____ rupees

only) by*** _____

monthly instalments of Rs. _____

(_____ rupees

only) from the pay of the Applicant Mortgagor commencing from the month of _____

Nineteen hundred and _____ or

from the month following the completion of the house,

whichever is earlier, and the Applicant Mortgagor

hereby authorises the Mortgagee to make deductions

from his/her monthly pay/leave salary/subsistence

allowance of the amount of such instalments and the

Applicant Mortgagor shall after paying the full amount

of the advance also pay interest due thereon in

* _____ monthly

instalments in the manner and on the terms specified

in the said rules ; provided that the applicant Mort-

gagor shall repay the entire advance with interest

in full before the date on which he/she is due to retire

from service failing which the Mortgagee shall be

entitled to enforce this security of the Mortgage at

any time thereafter and recover the balance of the

advance then due together with interest and costs and

recovery by sale of the mortgaged property or in such

other manner as may be permissible under the law.

It will, however, be open to the Applicant Mortgagor

to repay the amount in a shorter period.

(i)(b) In pursuance of the said rules and in consideration of the said advance sanctioned/paid by the Mortgagee to the Applicant Mortgagor pursuant to the provisions contained in the said rules the Applicant Mortgagor doth hereby covenant with the Mortgagee that the Applicant Mortgagor shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the Mortgagee the said advance of Rs. _____ from the pay of the Applicant Mortgagor commencing from the month of _____ 19____ or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Applicant Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of instalments and from his gratuity/death-cum-retirement gratuity or such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinafter mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as be permissible under the law. It will, however, be open to the Applicant Mortgagor to repay the amount in a shorter period.

***This will not be more than 180.1

*This will not be more than 150.

Note.—Delete clause (i)(a) or (i)(b) whichever is not inapplicable.

(ii) If the Applicant Mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the Applicant Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before repayment of the advance in full or if the Applicant Mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the said rules and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereon at * _____ per centum per annum calculated from the date of the payment by the Mortgagee of the first instalment of the said advance. Notwithstanding anything contained herein, if the Applicant Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Applicant Mortgagor as may be appropriate under the rules of service applicable to the Applicant Mortgagor.

(iii) In further pursuance of the said rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the

terms of these presents the Mortgagors do hereby grant, convey, transfer, assign and assure unto the Mortgagee ALL AND SIGNULAR the said Mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said Mortgaged property or any of them belonging to hold the said Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said Mortgagee property with their appurtenances including all erections and building erected and built or to be erected and built hereafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the mortgagee absolutely for ever free from all encumbrances. SUBJECT NEVER THE LESS to the proviso for redemption hereinafter contained, namely, that if the Mortgagor shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagors to the Mortgagee under the terms and conditions of the said rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgagor recover, retransfer and reassure the said Mortgaged property, unto and to the use of the Mortgagee or as they may direct.

(iv) And it is hereby expressly agreed and declared that if there shall be any breach by the Mortgagor of the covenants or their part herein contained or if the applicant Mortgagor shall become insolvent or shall cease to be in any service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the Mortgagee without intervention of the Court, to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit and it is hereby declared that the receipt of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and it is hereby declared that the Mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance, if any, to be paid to the Mortgagors.

(v) The Mortgagors hereby covenant with the Mortgagee as follows :—

- (a) That the Mortgagors now have in themselves good right and lawful authority to grant, convey transfer, assign and assure the Mortgaged property unto and to the use of the Mortgagee in the manner aforesaid.

(b) That the applicant Mortgagors shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Applicant Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself or through his representative and inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Applicant Mortgagor he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at *per centum per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Applicant Mortgagor.

- (c) That the Applicant Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of** unless an extension of time is allowed in writing by the Mortgagee. In case of default the Applicant Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said rules, in lump sum. The Applicant Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

Note.—Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built houses/flats or for repayment of loans taken by an Applicant Mortgagor for the construction or purchase of a house, flat.

- (d) That the Mortgagors shall immediately insure the house at their own cost, with the Life Insurance Corporation of India, for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said rules till the advance is fully repaid to the Mortgagee and deposit, the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required to produce to the Mortgagee the premium receipts for inspection. In the event of failure on the part of the Mortgagors to affect the insurance against

*Normal rate of interest to be charged under the said rules.

fire, flood and lighting it shall be lawful but not obligatory for the Mortgagee to insure the said house at the cost of the Mortgagors and add the amount of the premium to the outstanding amount of the advance and the Applicant Mortgagor shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him. As part of the aforesaid advance at.....till the amount is repaid to the Mortgagee is recovered as if it were an amount covered by the security of these presents. The Mortgagors shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

- (c) That the Mortgagors shall maintain the aforesaid house in good repair at their own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagors shall also furnish to the Mortgagee an annual certificate to the above effect.
- (f) The Mortgagors shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to insure that it is maintained in good repair until the advance has been repaid in full.
- (g) The Applicant Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.
- (h) That the Mortgagors shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.
- (i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of the retirement or death preceding retirement of the Applicant Mortgagor from the whole or any specified part of the gratuity/death-cum-retirement gratuity that may be sanctioned to him.

*Normal rate of interest to be charged under the Rules.

**Here mention the date on which the first instalment of the advance is paid to the principal Mortgagor.

SCHEDULE

In witness WHEREOF THE mortgagors have hereunto set their hands this day, month and year first above written.

Witnesses :—

1. Name-----

2. Address-----

Mortgagors.

Occupation-----

2. Name-----

Address-----

Occupation-----

Witnesses :—

1. Name----- For and on behalf of
the Governor of Haryana

Address-----

Occupation-----

Name-----

Address-----

Occupation-----

P. F. R. FORM 17-B

‘(Referred to in rule 10.19A)

Form of Mortgage Deed to be executed when the property is lease Hold and is held in the Joint names of husband and wife.

This indenture made this-----day of
-----one thousand nine hundred and-----
between Shri/Shrimati-----
son/daughter of ----- of
----- at present employed as ----- in
the Department/office of ----- at
----- and ----- his/her wife/
husband (hereinafter jointly referred to as “the Mort-
gagors” which expression shall unless excluded by or
repugnant to the subject or context include their res-
pective heirs, executors, administrators and assigns
one part and the Governor of Haryana (hereinafter
called “the Mortgagee” which expression shall unless
excluded by or repugnant to the subject or context
include his successors in office and assign) of the other
part.

Whereas by a lease dated ----- and made
between ----- the Lessor demised to
the Mortgagors the property situated at ----- and
more particularly described in the Schedule hereunder
written for a term of ----- years
commencing from ----- at the yearly/

monthly rent of Rs. _____ and subject to the performance and observance of the covenants and conditions therein mentioned.

AND WHEREAS one of the Mortgagors (hereafter referred to as "the Applicant Mortgagors" has applied to the mortgagee for an advance of a sum of Rs. _____ rupees only) for the purpose of enabling the said Applicant Mortgagor.

*1. to purchase land and to construct a house thereon or to enlarge living accommodation in the existing house on the said hereditament ;

*2. to construct a house on the said hereditaments, or to enlarge living accommodation in the house on the said hereditaments ;

*3. to purchase a ready built aforesaid house/flat ;
AND WHEREAS the Mortgagee agreed to advance to the Applicant Mortgagor the said sum of Rs. _____ on certain terms and conditions ;

AND WHEREAS one of the conditions for the afore said advance is that the Mortgagors should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Punjab Financial Rules as applicable in the State of Haryana and various instructions issued from time to time which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force by a mortgagee of the property described in the Schedule hereunder written ;

AND WHEREAS The Mortgagee
*1. has sanctioned to the applicant Mortgagor an advance of Rs. _____ (_____ rupees only) payable by such instalments and in the manner as hereinafter appearing.

Mention whatever is applicable.

*2. has paid to the Applicant Mortgagor an advance of Rs. _____ (_____ rupees only) and in the manner provided in the said rules upon having the repayment of the loan with interest and observance of all the terms and conditions in the said rules as hereinafter mentioned secured in the manner hereinafter appearing ;

AND WHEREAS The Applicant Mortgagor is to receive from the Mortgagee the aforesaid advance in the following instalments :—

(** Rs. _____ already received on _____ Rs. _____ on the execution of this indenture by the Mortgagors in favour of the Mortgagee.

**Rs. _____ When the Construction of the house reaches plinth level.

**Rs. _____ When the construction of the house reaches roof level; provided that the mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street, lighting, roads, drainage and sewerage ;

Mention — Whatever is applicable.

**Note.—The language will be modified if the mode of payment of advance is different from what is prescribed in rule 5.

*** AND WHEREAS the lessor of the said premises has given his approval for the mortgage on the condition that if the property be sold under the powers herein contained, or otherwise he will be paid first, after the cost of such sale, his share of the unearned increase as provided in the said lease ;

NOW THIS INDENTURE WITNESSETH as follows :—

(i) (a) In pursuance of the said rules and in consideration of the said advance sanctioned/paid by the Mortgagee to the Applicant Mortgagor pursuant to the provisions contained in the said rules the Mortgagors do hereby covenant with the Mortgagee that the Mortgagors shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the Mortgagee the said advance of Rs. _____

(_____ rupees only) by * _____ monthly instalments of Rs. _____

(_____ rupees) form the pay of the Applicant Mortgagor commencing from the month of _____ Nineteen hundred and _____ or from the month following completion of the house, whichever is earlier and the Applicant Mortgagor hereby authorises the Mortgagee to make deduction from his/her monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Applicant Mortgagor shall after paying the full amount of the advance also pay interest due thereon in ** _____ monthly instalments in the manner and on the terms specified in the said rules); provided that the Applicant Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce, this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Applicant Mortgagor to repay the amount in a shorter period.

(i) (b) In pursuance of the said rules and in consideration of the said advance sanctioned/paid by the Mortgagee to the Applicant Mortgagor pursuant to the provisions contained in the said rules the Mortgagors do hereby covenant with the Mortgagee that the Mortgagors shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the Mortgagee the said advance of Rs. _____

(_____ rupees only) by _____ monthly instalments of Rs. _____ from the pay of the Applicant Mortgagor commencing from the month of _____ 19, or from the month following the completion of the house whichever is earlier, till the date of

***Note.—This applies to Nazul lands (normally) to be inserted wherever applicable.

his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his/her gratuity/death-cum-retirement gratuity and the Applicant Mortgagor hereby authorises the Mortgagee to make deductions from his/her monthly pay/leave salary/subsistence allowance of the amount of such instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his/her death/retirement superannuation as herein-before mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Applicant Mortgagor to repay the amount in a shorter period

Note.—Delete clause (i)(a) or (i)(b) whichever is in applicable.

(ii) If the Applicant Mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the Applicant Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the Mortgagors shall fail to observe or perform any of the terms conditions and stipulations specified in the said rules and on their part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereof at *-----per-centum per annum calculated from the date of the payment by the Mortgagee of the first instalment of the said advance. Notwithstanding anything contained herein, if the Applicant Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Applicant Mortgagor as may be appropriate under the rules of service applicable to the Applicant Mortgagor.

(iii) In further pursuance of the said rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or time hereinafter be due to the Mortgagee under the terms of these presents the Mortgagors do hereby grant, convey, transfer or assure unto the Mortgagee, **ALL AND SINGULAR** the said property comprised in the said Lease, dated----- and more particularly described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagors on the said property (Hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging subject to covenants by the lease and to the conditions therein contained **TO HOLD** the same unto the Mortgagee absolutely but subject to the terms and covenants of the said lease

and subject nevertheless to the proviso for redemption hereinafter contained namely that if the Mortgagors shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagors to the Mortgagee under the terms and conditions of the said rules then the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgagors recovery retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagors or as he may direct.

(iv) And it is hereby expressly agreed and declared that if there shall be any breach by the Applicant Mortgagor of the covenants on his/her part herein contained or if the Applicant Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest there-in shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the Mortgagee to **TO SELL** without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy or rescind any contract for sale and to resell without being responsible for and loss which may be occasioned hereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit and it is hereby declared that the receipt of the Mortgagor for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and it is hereby declared that the Mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon **TRUST** in the first place thereout to pay all the expenses incurred on such sale to and in the next place to pay-----the lessor of the Mortgaged property-----50 per centum of the unearned increases, pursuant to clause-----of the said lease/ and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagors.

(v) The Mortgagor hereby Covenant with the Mortgagee as follows :—

- (a) That the Mortgagors now have in themselves good right and lawful authority to grant, convey, transfer, assign and assure the Mortgaged property unto and to the use of the Mortgagee in the manner aforesaid.
- (b) That the applicant Mortgagor shall carry out the constructions of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Applicant Mortgagor shall certify, when applying for instalments of advance

*This will not be more than 180.

**This will not be more than 60.

Note—In case of Nazul lands in Delhi and in similar cases wherever applicable.

admissible at the Plinth/roof level, that the constructions is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at-----* per centum per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.

- ****(c) That the Applicant Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of***----- unless an extension of time is allowed in writing by the Mortgagee. In case of default the Applicant Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said rules, in lump sum. The Applicant Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.
- (d) That the Mortgagors shall immediately insure the house at their own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lighting as provided in the said rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagors shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In the event of the failure on the part of the Mortgagors to effect the insurance against fire, flood and lighting it shall be lawful but not obligatory for the Mortgagee to insure the said house at the cost of the Mortgagors and add the amount of the premium to the outstanding amount of the advance and the Applicant Mortgagors shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him/her as part of the aforesaid advance at ----- till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagors shall give a letter to the Mortgagee as often as required,

addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

- (e) That the Mortgagors shall maintain the aforesaid house in good repair at their own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagors shall also furnish to the Mortgagee an annual certificate to the above effect.
- (f) The Mortgagors shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.
- (g) The Applicant Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.
- (h) That the said lease, dated----- is now valid and subsisting lease of the said Mortgage property and are in noway void or voidable and the rents and the covenants and conditions in any by the indenture of lease reserved have been paid performed and observed up to the date of these presents and that the same is assignable in the manner herein before stated.
- (i) That the Mortgagors will so long as any money shall remain owing on security of the said Mortgage property herein before expressed to be hereby assigned and in any case for the period of the said agreement, duly observe all the covenants by the lease and conditions contained in the said Indenture of Lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred for sustained by reason of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.
- (j) That the Mortgagors shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.
- (k) Notwithstanding anything contained herein the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of the retirement, or death preceding retirement, of the Applicant Mortgagor from the whole or any specified part of the gratuity that may be sanctioned to him.

SCHEDULE

In witness whereof the Mortgagors Have hereunto set their hands this day, month and year first above written.

1. Witness :—

Name_____

Address_____

Occupation_____

2. Name_____

Address_____

Occupation:_____

In witness whereof Shri_____ in the Department/Office of_____ for and on behalf of Government by order and direction of the Governor of Haryana has signed this present in the presence of signed by Shri_____ on_____

1. Witness :—

Name_____

Address_____

Occupation_____

2. Name_____

Address_____

Occupation_____

(Note.—To be filled in by the Mortgagors).

*Normal rate of interest to be charged under the rules.

Note.—In case of Nazul lands in Delhi and in similar cases wherever applicable.

*Normal rate of interest to be charged under the Rules.

**Note.—Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house.

***Here mention the date on which the first instalment of the advance is paid to the Mortgagor.

makes the following rules to amend the Punjab Financial Rules, Volume I, in their applications to the State of Haryana, namely :—

1. These rules may be called the Punjab Financial (Haryana Sixth Amendment) Rules, Volume I, 1974.

(e) Advances in the event of joint ownership of land/house by a Government servant with his/her wife/husband.

2. "10.19A-(1) Where the land is to be purchased jointly by a Government servant and his wife or her husband, as the case may be, and to construct a house thereon or to enlarge living accommodation in the existing house on the said land jointly owned a Government servant and his wife or her husband, as the case may be or where the house is or is proposed to be built upon the land owned by a Government servant jointly with his wife or her husband as the case may be, or where a ready built house is to be purchased jointly a Government servant with his wife or her husband, as the case may be, the Government servant must satisfy the sanctioning authority regarding his and his wife's title or her and her husband's title, as the case may be, to such land or house.

Provided that both the husband and wife are willing to mortgage the land and the house to be constructed thereon in favour of the Governor of Haryana as security for repayment of the house building advance.

(2) The application by a Government servant for the grant of a house building advance shall be accompanied by a letter from his wife or her husband, as the case may be, and if the loan applied for is sanctioned, the wife or the husband shall mortgage her or his share of the land and property, jointly with the Government, as security for the repayment of the house building advance.

(3) Where the property is free hold and is held in the joint names of husband and wife the mortgage deed shall be in P.F.R. Form 17A and where the property is lease hold and is held in the joint names of husband and wife the mortgage deed shall be in P.F.R. Form 17-B.

Note.—(1) The provisions of rules 10.16 to 10.20 *mutatis mutandis* shall also be applicable to cases covered under this rule.

Note.—(2) If husband and wife both are Government employees and are eligible for the grant of a house building advance under the rules, it shall be admissible to only one of them.

3. In the said rules the existing caption (e) of rule 10.20 shall be re-numbered as caption (f).

S.N. BHANOT,

Commissioner and Secretary to Government,
Haryana, Finance Department.

No. 6716-WM(1)-74/38250.—In exercise of the powers conferred by clause (2) of article 283 of the Constitution of India, and all other powers enabling him in this behalf, the Governor of Haryana, hereby,